

TERMS OF REFERENCE (TOR)

for

Comprehensive Annual Maintenance Contract (CAMC) of Computers/Printers/Network Devices and other IT equipments.



UTTARAKHAND ELECTRICITY REGULATORY COMMISSION

“Vidyut Niyamak Bhawan”, Near ISBT, P.O.-Majra, Dehradun- 248171

PH. 0135-2641115 FAX- 2641314 **Website:** www.uerc.gov.in **E-mail:** secy.uerc@gov.in

Bid Details

1. Last date and time for submission of Bidding Documents is **05/05/2016 upto 15.00 Hrs.**
2. Date and Time of Bid Opening: **05/05/2016 at 16.00 Hrs.** (or next working day in case of holiday).
3. Place of opening of Bids: **Uttarakhand Electricity Regulatory Commission, "Vidyut Niyamak Bhawan", Near ISBT, P.O.-Majra, Dehradun- 248171.**
4. Address for communication: **Secretary, Uttarakhand Electricity Regulatory Commission, "Vidyut Niyamak Bhawan", Near ISBT, P.O.-Majra, Dehradun-248171.**
5. Tel: **0135-2641115**
6. Fax : **0135-2641314**

Note: Bids will be opened in presence of the bidders or their representative who wish to attend.

1. EXAMINATION OF BIDS DOCUMENTS

The Bidder is expected to examine all instructions, forms, terms and conditions and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2. PERIOD OF VALIDITY

Bids shall remain valid for One Year after the starting date of CAMC awarded to selected bidder subsequent to bid opening as prescribed by the UERC. A bid valid for shorter period shall be rejected by UERC as non-responsive.

3. EARNEST MONEY DEPOSIT (EMD)

The EMD of Rs. 5000.00 shall be deposited with Tender documents in the form of FDR/CDR of scheduled bank in favour of Secretary, UERC, Dehradun. Unsuccessful bidder's EMD will be refunded within 30 days after the selection of L1. EMD of successful bidder shall be returned not later than 30 days after the Agreement is signed. The tenders not having prescribed earnest money will not be considered and shall be summarily rejected.

4. PROCESS FOR SUBMISSION OF BID

Bids are to be submitted in 02 sealed envelopes. First envelope should be super-scribed as "EMD" and comprising following:

- 1. EMD of Rs 5000.00.**
- 2. Filled Annexure-A.**
- 3. Filled Form-A.**
- 4. Filled Form-B.**
- 5. Any required supporting documents.**

Second envelope should be super-scribed as "**CAMC Rates**" comprising filled Annexure-B.

Each page and correction of the bid should be duly signed by the bidders as specified in the information and instruction to the bidders.

The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the Bid. The person or persons signing the bid shall initial all pages of the bid.

The bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. The bidder should quote the price for CAMC of each item required by the UERC.

5. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The UERC reserves the right to accept or reject any bid or the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder. The UERC reserves the right to accept or reject any bid or all bids without assigning any reason thereof. Decision of the UERC in this regard shall be final and binding on the bidders.

6. INSTRUCTIONS TO BIDDER

The bid should contain the prescribed information and the same should be signed as laid down hereunder:

- (a) If the bid is submitted by a firm of partnership, it shall be signed by all the partners of the firm with their full names and current business address, or by partner holding the power of attorney for the firm for signing the bid in which case a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the bid. **If the bid is submitted by a company, it shall be signed by an authorized person who should be authorized by way of resolution of the company as per rules and copy of resolution should be annexed with bid in token of power of attorney for signing office bid by the authorized person on behalf of the Company.**
- (b) The bidder is to submit relevant documents/papers in support of their declarations/confirmations as indicated in Form-A & B as well as Pre-qualification of bidders and as listed in Annexure-A duly filled and signed by the bidder.
- (c) Bidders must submit CAMC rate as per Annexure-B. Quotes for each item in the group should be submitted & no item should be left out or deleted, failing which tender will be treated as incomplete & rejected.
- (d) Bidder has to execute the CAMC Agreement with the UERC without any exception.
- (e) The quantities of various items mentioned in Annexure-B are indicative and there could be variations with the actual numbers.
- (f) **Successful bidder shall deposit an amount equal to 10% of contracted value in shape of FDR/CDR/ Bank Guarantee of scheduled bank duly pledged in the name of Secretary, UERC, at the time of executing the agreement with UERC which shall be released after satisfactory completion of Contract.**

Pre-Qualifications for bidders for CAMC of Computer Hardware.

Sl. No	Pre - Qualifications criteria Compliance	Compliance (Yes/No)	Documents required
1.	Bidder's Information		Form-A with copy of all the relevant documents.
2.	Compliance Statement		Form-B
3.	Last two years profit and loss account statement.		Audited Balance sheet/ copy of IT Return
4.	The bidder should have at least 5 years experience of taking AMC of Computer Hardware and its peripherals and out of which at least 2-year experience should be of Government Organization/PSU etc.		Provide proof.
5.	The bidder should have minimum 05 qualified, certified and skilled Engineers who should be having minimum Diploma in Computer Science with 02 years working experience.		Submit the undertaking and provide brief details of Engineers having qualifications and experience with their salary deposit statement in bank alongwith deduction PF etc.
6.	Bidders should have sufficient quantity of spare parts available of all models of Hardware items with appropriate service centre.		Submit the undertaking.
7.	Resident Engineer (RE) to be provided by the Firm should be CCNA certified person and alternate RE details are also to be provided.		Provide proof & desired necessary documents/ certificate.
8.	List of minimum one service support centre in Dehradun along with address, name of contact person, contact numbers i.e. Telephone no., FAX, mobile numbers, e-mail. The Commission officials may visit the service centre before finalizing the vendor.		Provide proof & details.
9.	Financial bid as per Annexure-B		Annexure-B must be duly filled by the Bidder
10.	Copy of PAN		Copy to be enclosed.
11.	Service Tax Registration		Copy to be enclosed.

Please attach all the relevant documents alongwith bids, failing which UERC reserves the right to summarily reject the bid.

Bidder's Information:

Name of Firm:	
Name and Address of the /Prop./ partners Director/Authorized person, If Applicable:	
Contact Person(s) Phone no./Mobile/ e-mail address:	
Telephone, Fax, E-mail:	
Total Years of Experience in AMC Business & also mention details as per para 5 of Annexure-A like ISO etc.	
Is Company Certified, if yes, provide information along with true copy of certificate and validity details.	

Signature & Seal of Bidder

COMPLIANCE STATEMENT

DECLARATION

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the UERC. UERC reserve the right to reject the bid, if bid not submitted in proper format as per TOR.

Compliance	Description	Compliance (Yes/No)	Remarks
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexure, Forms, corrigendum(s) etc. stipulated by the UERC in this TOR. (Any deviation may result in disqualification of bids).		
Specification	We certify that the systems/services offered by us for tender confirms to the specifications stipulated by UERC.		

(If left blank, it will be construed that there is no deviation from the specifications given above)

Signature & Seal of Bidder

PRICE SCHEDULE**List of items of Computer Hardware to be covered under Comprehensive Maintenance**

Sr. No	Items	Make	Description	No. of Items to be covered under CAMC	Unit CAMC Rates with 08 hours Resident Engineer services	Total (5X6)
1	2	3	4	5	6	7
<i>Computers & Server</i>						
1.	Infinity BL 1280 with 19" wide LCD with speaker monitor	HCL	Core 2 Duo, E8500, 3.16 GHz, 3 GB RAM, 250 GB HDD, DVD writer	01		
2.	Infinity BL 1280 with 19" wide LCD with speaker monitor	HCL	Core 2 Duo, E8500, 3.16 GHz, 3 GB RAM, 250 GB HDD, DVD writer	02		
3.	Infinity BL 1280 with 19" wide LCD with speaker monitor	HCL	Core 2 Duo, E8500, 3.16 GHz, 3 GB RAM, 250 GB HDD, DVD writer	02		
4.	HP 8300 series with 18.5" TFT monitors	HP	Core i7, 2600, 3.40 GHz, 4 GB DDR3 RAM, 500 GB HDD, DVD writer	04		
5.	Server ML 350 G3 with 17" Color Monitor	HP Proliant	Pentium IV, 2.8 GHz, 1.2 GB RAM, 1 TB SATA HDD+ 1 TB USB HDD	01		
<i>Laptops</i>						
6.	HCL Laptops Model- 39	HCL	Core 2 Duo, P8600, 2.4 GHz, 4 GB DDR2 RAM, DVD Writer, 500 GB HDD, 14.1" display	01		
7.	HP Laptop 15-Jo49Tx	HP	Core i5, 8 GB RAM, 1 TB HDD, 15.6" display	01 (to be added in CAMC after expiry of warranty of 03 years on 11.8.2016)		

Sr. No	Items	Make	Description	No. of Items to be covered under CAMC	Unit CAMC Rates with 08 hours Resident Engineer services	Total (5X6)
1	2	3	4	5	6	7
<i>Printers/fax</i>						
8.	Laser Jet Printer	HP	2300-D	01		
9.	Printer Mono Laser	Samsung	ML-2010	03		
10.	HP Deskjet-4288 (all-in-one)	HP	4288	01		
11.	HP Mono Laser Jet print, Fax, Copy, Scan	HP	M1319f	01		
12.	Color Laser Jet Printer	HP	2025 dn	01		
13.	HP Laser Printer	HP	1007	03		
14.	Panasonic Mono Laser fax	Panasonic	KX-FL422	01		
15.	Samsung ML- 2161 Mono Laser	Samsung	ML- 2161	06		
16.	HP 400 Color Laser dn	HP	400 dn	01		
17.	HP CLJ Pro M476dw MFP	HP	M476dw	01		
18.	HP DeskJet Ink Advantage 4645 e-All-in-One Printer	HP	4645 e-All-in-One Printer	01		
<i>Networking</i>						
19.	Access Points	CISCO	WAP321	20		
20.	10 Port Gigabyte PoE managed switches	Cisco	SG 300, 10P	03		
21.	28 Port Gigabyte managed switches	Cisco	SG 300, 28	04		
22.	1. Local Area Network & Wi-Fi troubleshooting including rectification of all types of network related problems of office and camp offices of the UERC. 2. Complete support for server based environment by R.E. 3. Any other H/W and S/W support to the Commission staff, implemented in future.					
Total contract value with 08 hours Resident Engineer stay in UERC (Rs.)						

(Terms and Conditions to provide Comprehensive Maintenance Contract of Computer Hardware / peripherals installed at UERC / Camp Offices. etc.)

1.0 SCOPE OF WORK UNDER SERVICES THROUGH RESIDENT ENGINEER (RE)

1.a.1 The scope of work includes comprehensive maintenance of the equipments indicated in Annexure-B as well as full system software support necessary for running the system in satisfactory condition and technical support on all the standard software packages which are already loaded or which may be loaded in future on the machines.

- 1.a.2 RE shall stay in the either Commission or camp offices or officers' residence minimum 8 hours in a day (09:30 A.M. to 6:00 P.M. including 30 minutes lunch time) to rectify the complaints recorded in the Complaint Register by UERC staff. In case of delay in rectification of complaint, the reason for delay should be written in the Complaint Register by RE. At the time of urgent requirement, RE shall be available beyond above mentioned hours or weekends.
- 1.a.3 In case of absence of RE in a particular day, vendor should arrange for immediate replacement of RE of equal competency.
- 1.a.4 Since the contract is for providing the services on a comprehensive basis, the agreed contract amount shall include the cost of repair/replacements of all the components, Assemblies, Boards, complete HDD units, Monitors, SMPS, Motherboards, CRTs, Keyboards, mouse, Power Adapters, Monitor Mechanical Parts, Motors, Tractor of Assembly, Serial interface or any other PCB, Interface Cables etc forming a part of the equipment detailed at Annexure-B, but does not include consumable item like Printer Cartridges, Cassettes etc.
- 1.a.5 Apart from carrying out the corrective maintenance as and when required the RE shall intensively run and check the system software and the media and carry out preventive maintenance on the complete hardware so as to ensure continued smooth functioning of the equipment on a monthly basis & submit its report alongwith bill.
- 1.a.6 The firm will be responsible for maintaining U.E.R.C. site as Virus free by downloading the upgrade patches of the Anti Virus as procured by UERC and running it over the network to effectively remove virus and its malicious allies. The firm shall be responsible for loss of any software, hardware or data or any damage thereto or any loss caused due to
- Virus and its malicious allies
 - Mishandling of software & hardware by RE or its substitute.
- In case of above mentioned loss or damage, the firm shall replace the damaged part or the software with new and compatible parts or software as the case may be and put them in functional state. In case of any loss or damage to the data the firm shall retrieve the lost or damaged data or have it retrieved at its own cost and put in functional stage as it was before such damage or loss occurred. In case of failure, the firm shall compensate the Commission for any such loss and pay the expenses which the Commission may incur on getting the loss or damage repaired or replaced on putting the data in its functional state.
- 1.a.7 RE shall ensure Data backup on the Server Storage regularly & record the same into a separate backup register.
- 1.a.8 To make Network/LAN/Wi-Fi functional, RE shall provide prompt Network support.
- 1.a.9 RE shall maintain adequate stock of items and its parts mentioned in Annexure-B to provide immediate standby arrangement. In case of any major fault/repair identified by RE and requiring more time, the RE must replace the faulty equipment by standby stock of similar configuration and quality and make it operative as original.

- 1.a.10 The RE shall keep the confidentiality of all the data/ information stored in the Commission's systems. In case of failure, the UERC has right to take legal action against the firm and RE.
- 1.a.11 All the Systems which have been maintained by third parties like Multi Functional Machines of Toshiba (02 qty.) & Ricoh (01 qty.) make, Surveillance System, Biometric System and UTM System etc. which have already been maintained by third parties, the RE shall give First level support with co-ordination with 3rd parties till call resolution.
- 1.a.12 For items which are under warranty and not working smoothly, RE shall lock the Complaint to the OEM till call resolution and also updated software patches from OEM, basic troubleshooting of such items shall also be done by RE.
- 1.a.13 Keeping users informed of their complaint status and progress.
- 1.a.14 At the time of expiry of the contract, the contractor would be required to hand over the department's property in perfect working condition.

2.0 PENALTY

- 2.1 Considering that the firm shall give high level of priority for the maintenance work the faulty equipment shall be attended to and make it operational immediately latest within the next working day. However, in case the firm is not able to set right the equipment or any part thereof within two working days of lodging the call, excluding the date of lodging of the call, then the firm shall be liable to pay a penalty equal to 0.5% of the monthly payment for each working day subject to maximum of 10% of contracted value. For the purpose of reckoning the days UERC's working day shall be counted as the working day, if the delay is caused by major issues of the equipments the Commission may allow to take the equipments outside the Office after making gate pass of the said item and such items are to be repaired within two weeks as an exceptional case.
- 2.2 Preventive maintenance shall be responsibility of the firm in every month, if the firm fails to carry out the preventive maintenance of the equipment as per agreed schedule, then the firm shall be liable to pay Rs. 1000/- for each such default.
- 2.3 In case of services under RE, penalty of Rs. 250/- shall be levied for the absence of RE for every working day.
- 2.4 Penalty shall be deducted from the running payments.

3.0 PAYMENT

- 3.1 The payment to the firms shall be made on quarterly basis in four installments after completion of every three-month period and after submission of the bills by the firm. The payment would be made after deduction of Income Tax etc at the prescribed rates within 30 days.
- 3.2 In case, UERC desires to have replacement/addition for an item which does not form part of the free replacement items as described under para 1.a.4 above the same shall also be replaced for which no extra cost shall be given on account of the skill/services rendered for replacement of such items.

4.0 FACILITIES TO BE GIVEN BY UERC

UERC shall give the firm full access to the equipment, the requisite tools and testing equipment, manuals of the machines/ circuit diagrams/ maintenance manuals etc required for such maintenance shall have to be brought by the firm's Engineer. UERC shall provide suitable working space and necessary facilities to the firm's Engineer to carry out the maintenance work.

5.0 MISCELLANEOUS

- 5.1 The firm shall take due precautions to ensure that no fault is caused due to negligence or faulty workmanship by their personnel. In the event of a fault caused in any equipment due to this reason, the firm would repair the faulty equipment at its own cost.
- 5.2 If the performance of the firm is found to be unsatisfactory by UERC, then UERC reserves the right to cancel the contract at any time. In such case the amount of security deposited by the firm shall be forfeited.
- 5.3 With regard to dispute relating to any clause of the contract, the decision of Secretary, UERC shall be final and the same shall be acceptable to the firm.
- 5.4 Vendor shall not sublet the contract or permit anyone other than the company personnel to perform any of the services required by the vendor.
- 5.5 The contract shall initially be for a period of one year and extendable on the basis of performance of part duration.
- 5.6 Schedule of preventive maintenance shall be as follows:-
 - i) Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.
 - ii) Running of test programmes to ensure quality print/date reliability.
 - iii) Checking of power supply source of proper grounding and safety of equipment.
 - iv) Ensuring that the covers, screws, switches etc. are firmly fastened of each equipment.
 - v) Shifting of equipment as and when required.
 - vi) Running of diagnostic software for system performance.